

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademarks and Service Marks Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAR & SHIELD HOLDINGS LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ABIAKA HOLDINGS LLC		
Street Address:	200 Hubbard Road		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3752948	STAR & SHIELD	
Registration Number:	4435877	PROTECTION. AT YOUR SERVICE.	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mfischer@morganlewis.com		
Correspondent Name:	Marney Smyth Fischer		
Address Line 1:	225 Franklin Street		
Address Line 2:	Morgan Lewis & Bockius, LLP - 16th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	032256-0006		
NAME OF SUBMITTER:	Marney Smyth Fischer		
Signature:	/Marney Smyth Fischer/		

OP \$65.00 3752948

Date:

01/31/2014

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS AGREEMENT

This Assignment of Trademarks and Service Marks Agreement (this “Agreement”), dated as of 31st January, 2014, is entered into by and between Star & Shield Holdings LLC, a Delaware limited liability company (the “Assignor”) and Abiaka Holdings LLC, a Delaware limited liability company (the “Assignee”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 23, 2013 (the “Purchase Agreement”), pursuant to which Assignor will sell to Assignee, and Assignee will purchase from Assignor, substantially all of the assets of Assignor in the operation of the Business (as defined in the Purchase Agreement, including without limitation the Trademarks and Service Marks (as defined below); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and Assignee desire that the trademarks and service marks attached hereto as Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks (collectively, the “Trademarks and Service Marks”) be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

- 1.1 **Assignment.** Assignor hereby assigns, transfers and sells to Assignee all of such Assignor’s rights, title and interest in and to the Trademarks and Service Marks throughout the world, including all applications therefore and all goodwill pertaining thereto, the portion of the business of Assignor that is existing and ongoing to which any intent-to-use application pertains, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.
- 1.2 **Further Assurances.** Assignor hereby agrees to execute upon the request of Assignee, at Assignee’s expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Agreement in and to the Trademarks and Service Marks, including, without limitation, all documents necessary to record the assignment of the Trademarks and Service Marks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar, and reasonably assist, at Assignee’s expense, in any proceedings relating to Assignee’s right, title, interest and benefit in and to the Trademarks and Service Marks. In the event that the Assignee is unable for any reason whatsoever to secure the signatures of Assignor to any

document reasonably necessary or appropriate for any of the foregoing purposes (including any renewals, extensions, continuations, divisions or continuations in part), Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the limited purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Assignor.

2. MISCELLANEOUS

- 2.1 **Amendment.** No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto in the case of an amendment or the party entitled to the benefit of the provision to be so waived in the case of a waiver.
- 2.2 **Notices.** All notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.
- 2.3 **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- 2.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York, without giving effect to the conflict of laws provisions thereof.
- 2.5 **Defined Terms.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in the Purchase Agreement.
- 2.6 **Terms of Agreement.** The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern. Notwithstanding anything to the contrary herein, this instrument shall not give rise to any recourse or remedy against Assignor (or its Affiliates) except to the extent set forth in the Purchase Agreement, it being the parties intention that the Purchase Agreement shall state the exclusive remedies arising from the transactions contemplated by the Purchase Agreement, including the assignment and transfer of the Trademarks and Service Marks.

- 2.7 **Counterparts.** This Agreement may be executed in two or more counterparts, all of which counterparts when so executed shall constitute one and the same agreement. Signatures by fax shall be binding.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks and Service Marks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

STAR & SHIELD HOLDINGS LLC

By: 
Name: Allen D. Durham
Its: President & CEO

By: _____
Name: _____
Its _____

ASSIGNEE:

ABIKA HOLDINGS LLC

By: White Mountains Capital, Inc., its sole managing member

By: _____
Name: _____
Its: _____

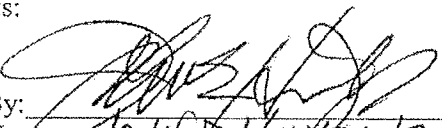
[Signature Page to Assignment of Trademark and Service Marks Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks and Service Marks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

STAR & SHIELD HOLDINGS LLC

By: _____
Name:
Its:

By: 
Name: JOHN E. HUNTER
Its: EXECUTIVE CHAIRMAN

ASSIGNEE:

ABIKA HOLDINGS LLC

By: White Mountains Capital, Inc., its sole managing member

By: _____
Name:
Its:

[Signature Page to Assignment of Trademark and Service Marks Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment of Trademarks and Service Marks Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

STAR & SHIELD HOLDINGS LLC

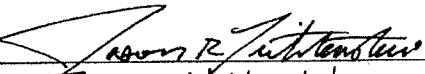
By: _____
Name:
Its:

By: _____
Name:
Its

ASSIGNEE:

ABIAKA HOLDINGS LLC

By: White Mountains Capital, Inc., its sole managing member

By:  _____
Name: Jason R. Lichtenstein
Its: Vice President

Signature Page to
Assignment of Trademarks and Service Marks

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TRADEMARK
REEL: 005205 FRAME: 0479

SCHEDULE A
to
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS AGREEMENT

Registered Trademarks	Owner	Identifying Number	Application / Registration Date	Jurisdiction
STAR & SHIELD	Star & Shield Holdings LLC	U.S. Registration Number 3752948	23-Feb-10	US
PROTECTION. AT YOUR SERVICE.	Star & Shield Holdings LLC	U.S. Registration Number 4435877	19-Nov-13	US